

1 800 COLLECT, INC.
N.Y.P.S.C. Tariff No. 1

Section 2
Leaf: 2
Revision: 0
Superseding Rev.:

Effective Date: May 30, 2012

SECTION 2 - RULES AND REGULATIONS (Continued)

2.5. Liability of the Company

- 2.5.1. Except as stated in Section 2.5., the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct.
- 2.5.2. The liability of the Company, if any, for damages resulting from or arising in connection with the furnishing of Service(s) in this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, defects in transmission, or failures or defects in facilities furnished by the Company shall in no way exceed an amount of money equivalent to the charges applicable under this tariff. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or Service(s) that are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability upon the Company.
- 2.5.3. The Company disclaims any express or implied warranties with respect to the Services, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.
- 2.5.4. The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the Services provided to Customer, the Company's liability shall be limited according to the provisions of Section 2.5.2. above and elsewhere in this tariff.
- 2.5.5. The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature; federal, state or local governments having jurisdiction over the Company or the Services provided within this tariff; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 2.5.6. The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees and court costs, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Service(s) and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities and Service(s).

Issued By: Gregorio Galicot, President
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Cancelled effective 06/07/2017. 1658 Gailes Boulevard, Suite B
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